

## **EXHIBIT 2**

17332 Pioneer Blvd.  
Artesia, CA 90701  
T. 562.250.4471  
jemp@sabarwalaw.com



SABARWAL LAW

November 26, 2021

**VIA ELECTRONIC MAIL**

Maurice D Pessah  
661 N. Harbor Avenue  
Suite 208  
Los Angeles, CA 90048

Counsel,

We represent Alex Terraciano, Owner of Essentials Hero LLC, and this is in regard to your recent letter. It seems your client RN Wellness would like our client to basically hand over their entire database based on ludicrous claims by your client. Essentials Hero has spent hundreds of thousands of dollars to create their own leads, contacts, and sales, and thus has no need for your client's contacts. We note that you provided no employment agreement or evidence regarding your demand, to my client supposed actions. Although, my client is unaware of any written employment or confidentiality agreement between Brandon Bernstein and RN Wellness, he was never given any information by Mr. Bernstein from RN Wellness.

RN Wellness and Essentials Hero were in business since September 2020, and my client provided products to RN that they, in turn, resold to their customers. As far as we are aware, Brandon is an independent sales contractor who works on commissions. Brandon Bernstein is not an employee of Essentials Hero, or of RN wellness. If that is inaccurate, please provide documentation evidencing Mr. Bernstein's employment at RN Wellness. Mr. Terraciano has no information or property of RN Wellness. In fact, till recently, your client owed Essentials Hero LLC over six figures in payments and still has an outstanding balance of \$8,816.16. Your demand appears to be your client's attempt not to pay this amount. It also appears your client failed to secure their own records and now is just making baseless claims. My client has never had any access to your client's information or their database.

Even if Mr. Bernstein is an independent contractor or an employee of RN Wellness, your client made no reasonable efforts to keep their information private or informed Mr. Bernstein that access to Hubspot was confidential or the

17832 Pioneer Blvd.  
Artesia, CA 90701  
1. 562.250.4471  
jernate@sabarwalaw.com



SABARWAL LAW

property of RN Wellness. Again, in an industry dominated by leads, it is unclear if anyone can lay claim to them as these leads are marketed and sold to by multiple people. If Mr. Bernstein signed a confidentiality agreement, please provide that for our review.

To summarize

1. Essentials is under no obligation to share its information or database.
2. There is no employment agreement between Mr. Bernstein, RN Wellness or Essentials.
3. There is no confidentiality agreement between Mr. Bernstein, RN Wellness or Essentials.
4. RN Wellness made no reasonable efforts to protect their information.
5. Please provide documentation that shows otherwise (Employment Agreement, Confidentiality Agreement, etc)

Please be advised that should your client proceed with this frivolous action; my client will seek sanctions and payment of their attorney fees to defend the matter. Please inform us on what works for you best. I am more than happy to discuss further with you on Monday, November 29<sup>th</sup>, 2021.

sincerely,

Sanjay Sabarwal

Attorney for Essentials Hero and Alex Tracciano